

## HEALTH CARE PROVIDER AGREEMENT

for participation in the Utah Statewide Immunization Information System (USIIS)

USIIS is a computer based immunization registry and tracking system implemented by the Utah Department of Health and its partners. It is intended to aid health care providers with immunization information for patients, including tracking and recall. Patient or provider specific information is only available to the authorized users and the Utah Department of Health. A Provider who reports information in good faith is not liable for reporting the immunization information to the Department of Health for use in the system. The immunization records of all children in Utah may be included in the system unless the individual or parent or guardian withdraws. An individual or parent or guardian may withdraw at any time.

Participation in the USIIS network is voluntary. USIIS is developed under the authority of the following provisions of the Utah Code: Title 26, Chapter 3, Health Statistics: Title 26, Chapter 6, Communicable Diseases Control Act, Section 26-1-17.5, Title 53A, Chapter 11, Part 3, Immunization of Students, and Utah Administrative Rule 380-800 Immunization Coordination.

Name of Health Care Provider/Organization:	
Number of Clinic Sites in Organization	
Provider/Organization's Representative:	
Title of the Organization's Representative:	
Street address:	
City: Zip:	
Phone: Fax: E-mail:	

As a condition of participating in USIIS the above Provider enters into this agreement with the Utah Department of Health.

The Provider agrees to use USIIS only for the immunization needs of its patients. The Provider

and its personnel will access the registry system only when needed to assure adequate immunization of a patient, to avoid unnecessary immunizations, to confirm compliance with mandatory immunization requirements, and to control disease outbreaks. If the Provider and its personnel violate this agreement or uses the system in an unauthorized manner, the Utah Department of Health reserves the right to terminate the agreement.

The Provider shall adhere to the requirements in Attachment A, USIIS Confidentiality and Security Policies, which is incorporated by reference into this agreement. The Provider agrees that it must safeguard its user ID and password against use other than allowed by this agreement. The Provider understands that unauthorized disclosure of confidential information may result in significant criminal or civil penalties.

The Provider is responsible for the actions of its staff regarding the confidentiality of information contained in the registry system. The Provider shall require each staff user to sign a USIIS confidentiality agreement (see Attachment B, USIIS Confidentiality Agreement Form) and keep it on file. The Provider shall notify the USIIS Program when a user terminates employment so that USIIS can delete the user from its database and maintain the confidentiality of the registry.

The participating Provider shall cooperate with the Utah Department of Health in notifying parents or guardians about the system and providing information about the right to withdraw from the system. The Provider shall make the USIIS withdrawal contact information available to individuals or their parents or guardians who wish to withdraw. The USIIS program is responsible for withdrawing the child or individual from the database, and notifying the Provider if the patient is in the local database.

The Provider shall give USIIS the demographic and immunization information about patients receiving immunizations. If additional non-demographic and non-immunization information is included, the provider shall instruct USIIS to destroy it. The Provider shall submit the immunization information to USIIS promptly after obtaining it.

The Provider shall allow the parent or guardian to inspect, copy, and if necessary, amend or correct their own children's immunization records if he/she demonstrates that record is incorrect. This corrected information shall be entered into the USIIS applications or a local database and sent to USIIS.

The Provider that chooses to submit data through UHIN agrees to send the electronic claims through UHIN to the UDOH. The Provider shall also adhere to the requirements of confidentiality and security of data management defined in the Contract between UDOH and UHIN. Please contact the USIIS HelpLine at 801-538-6872 or 800-275-0659 to obtain a copy of the Contract between UDOH and UHIN.

Software provided by the Utah Department of Health to the provider to use in the USIIS system, including Kids Immunization Data System (KIDS), WebKIDS, and the USIIS central database is the property of the Utah Department of Health. The Utah Department of Health retains all rights in the software and grants the Provider a non-exclusive license to use the software. The provider

may not modify the software or provide it to others without the express written consent of the Utah Department of Health.		
Signing this form signifies agreement to be a participle Please sign, keep a copy for yourself, and return the Program, Utah Department of Health, Box 142001,	original to Christine Perfili, USIIS	
Provider or Authorized Representative Signature	Date	
USIIS Authorized Representative Signature	Date	
USIIS Program Manager Signature	Date	

## Attachment:

A: USIIS Confidentiality and Security Policies B: User Confidentiality Agreement